

Explore Minnesota

#OnlyinMNGiveaway - Official Rules

Dates: February 20 – December 31, 2023

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

SPONSOR: Explore Minnesota Tourism

PARTNER: Mall of America

1. **PROMOTION PERIOD:** The Sweepstakes entry period begins at 10 a.m. Central Standard Time ("CST") on February 20, 2023 and ends at Noon CST on December 31, 2023 (the "Entry Period"). Sponsor's computer is the official timekeeping device for the Sweepstakes.

2. **ELIGIBILITY.** The Sweepstakes is only open to entrants who, as of the entry date, are permanent legal residents of the United States (the "Sweepstakes Territory") physically residing in the contiguous United States, including the District of Columbia, (i.e., excluding the States of Alaska and Hawaii) and where void (excluding the State of New York), and are at least 18 years old.

Employees, officers and directors of Explore Minnesota Tourism and Mall of America, their respective parents, subsidiaries, members, affiliates, advertising, public relations and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, are intended for viewing only within the Sweepstakes Territory.

3. **HOW TO ENTER:**

a. To enter this Sweepstakes, during the Entry Periods outlined in Section 4:

- Share a selfie with the #OnlyinMN monument at Mall of America on Instagram.
- Use the hashtag #OnlyinMNGiveaway
- Tag @MallofAmerica on Instagram
- Entrants may submit as many photos/videos as they like during each Entry Period (outlined in Section 4) but can only win once.

No other method of entry will be accepted.

b. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the social media handle used to enter will be deemed to be the entrant. The potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to the account by the relevant organization responsible for assigning the account associated with the entrant. All entries will be deemed to have been made by the authorized account holder of the social media handle. Submitting mass entries or entries generated by a script, macro, robotic, programmed, or use of automated devices is prohibited and will result in disqualification.

c. Entries - Generally. Entrants may enter as many photos or videos during an entry period as they like following the entry process outlined in Section 3a. An entrant is only allowed to win one time throughout the duration of the sweepstakes. By tagging #OnlyinMNGiveaway, entrant grants consent to Sponsor (Explore Minnesota Tourism) and Partner (Mall of America) to repost and/or promote photo or video content on social media, exploreminnesota.com and other communications, including promotions and publicity, as outlined in Section 8, in perpetuity.

Entrant represents that they have ownership of the Materials (photos and videos) posted to the Sweepstakes or has the right to circulate, publish, distribute, show, play or otherwise display the submitted Material.

Proof of online submission will not be deemed to be proof of receipt of entry by Sponsor. See Section 10 below ("Data Collection; Promotional Materials") regarding data collected in connection with an entry. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Sponsor reserves the right to conduct a background check on any or all entrants, and Sponsor reserves the right to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a prize to any such individual might reflect negatively on Sponsor or any of its Sweepstakes suppliers. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities.

4. ENTRY AND WINNER SELECTION PERIODS

Entry Period	Start Date	End Date	Winner Selection Dates (on or about)
Sweepstakes Entry Period 1	2/20/2023 10 a.m. CST	3/31/2023 at Noon CDT	4/3/2023
Sweepstakes Entry Period 2	4/1/2023 12:00 a.m. CDT	6/30/2023 at Noon CDT	7/3/2023
Sweepstakes Entry Period 3	7/1/2023 12:00 a.m. CDT	9/30/2023 at Noon CDT	10/2/2023
Sweepstakes Entry Period 4	10/1/2023 12:00 a.m. CDT	12/31/2023 at Noon CST	1/2/2024

5. SELECTION OF WINNERS:

- a. Automated pull of eligible entries via Wheel Random from the @MallofAmerica Instagram account will happen within one week after the end of the Entry Period as defined in Section 4.
- b. Entries will be tracked via excel spreadsheet and entered into the Wheel Random website at the end of the drawing period.

RANDOM DRAWING: one (1) potential winner and two alternate winners will be selected by random drawing from among all eligible entries received. Subject to verification of eligibility and compliance with these Official Rules, the potential winner will be declared the official winner of the Sweepstakes.

- d. Winners will be determined quarterly in accordance to the schedule indicated in Section 4.
- e. Winners will be notified by Mall of America via Instagram.
- f. Winners will have 48 hours to respond or the sponsor will move on to first and then second alternate winners.
- h. Winners will be required to provide a mailing address (or agree to pick up their prize in person with valid picture identification) and original photo file of the winning post.
- i. Winner's photo/video submission, first name and last initial, and city of residence will be posted on exploreminnesota.com and potentially other Sponsor and Partner communication channels.

6. PRIZES - The total approximate retail value ("ARV") of each of the four (4) prizes to be awarded in this Sweepstakes is \$162.

a. Prize Information. The prize(s) may vary from prize pictures and/or advertising used to promote the Sweepstakes. Any depiction of prize is for illustrative purposes only. The prize(s) are subject to the restrictions and conditions set forth herein. The prize(s) consist of and are limited to the elements stated in the prize description.

b. Prize package details:

One (1) winner will be selected quarterly and each receive a Prize Package including:

- \$100 Mall of America gift card
- Mall of America coupon book
- Explore Minnesota backpack, bucket hat, and reusable shopping tote
- Minnesota Grown Wild Rice
- Adballah Chocolate assortment

Total ARV: \$162

Winner and winning photos or videos may be promoted on the Explore Minnesota website, social media and other communications and used in public relations efforts by Explore Minnesota and/or Mall of America. See Section 8.

c. Prize - Generally. Prize must be accepted as awarded, and prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or Partner or for which Sponsor or Partner may be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. PRIZES ARE NOT TRANSFERABLE AND MAY NOT BE SOLD. No substitution, assignment, refund or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize (or a component thereof) with another prize (or component thereof) of greater or equal value if a prize (or component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, receipt and use not expressly specified herein as part of a prize, including, without limitation, transportation costs, surcharges and other costs and expenses incurred by the winner in accepting and using the prize. LIMIT: One prize per person.

d. Odds; Notification. Odds of winning the prize depend on the number of eligible entries received by Sponsor in this Sweepstakes. Each entrant selected as a winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winner(s) will be notified by direct message and or comment to the post via Instagram. Winner(s) of the prizes will be required to execute and return to Sponsor a Certification of Eligibility and except where prohibited by law, a Liability and Publicity Release, a copy of their driver's license or other government issued identification in order to claim his/her prize. The required documents must be returned to Sponsor by the date and/or time specified in the Sponsor's e-mail.

7. CONDITIONS AND AGREEMENT TO OFFICIAL RULES AND DECISIONS.

a. Payment of all federal, state and local taxes are the sole responsibility of the winner.

b. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor or its designee (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winners, and the awarding of prizes), which are final and binding in all respects.

c. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award any or all of the prizes from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

8. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes entrant's consent to Sponsor's and Partner's (and they're designees', successors' and assigns') use of entrant's name/social media handle, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

9. RELEASE.

a. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor, MOAC Mall Holdings LLC (Mall of America) and Partners, its parent, subsidiaries, divisions and affiliates, and its respective agents, advertising and promotion agencies, affiliates, Sweepstakes suppliers and all of their respective employees, officers, directors, managers, members, owners and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or receipt or use of any prize awarded in the Sweepstakes.

b. By entering this sweepstakes, each entrant forever and irrevocably releases and holds harmless Instagram, which has in no way sponsored, endorsed, administered by, or associated with Instagram.

10. DATA COLLECTION; PROMOTIONAL MATERIALS. Personal information provided by Entrants to enter this Sweepstakes will be collected and used by Sponsor to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Sponsor may share this information with third parties who need access to this information to perform services on Sponsor's behalf. For more information about the ways Sponsor uses and shares personal information collected through its website, please see the Privacy Policy of Sponsor located at <http://www.exploreminnesota.com/privacycopyright/>

11. OFFICIAL RULES. These Official Rules are available online at <https://www.exploreminnesota.com/onlyinmn-monument> or by sending a self-addressed postage-stamped envelope to Explore Minnesota "OnlyinMN Giveaway" - Rules Request", c/o Explore Minnesota Tourism, 121 East Seventh Place, Suite 360, St. Paul, Minnesota 55101-2144.

12. WINNER'S LIST. Winners will be listed on at <https://www.exploreminnesota.com/onlyinmn-monument>. To request the Winners name (to date), send a self-addressed postage-stamped envelope to Explore Minnesota, "OnlyinMN Giveaway" - Winners' List Request, 121 East Seventh Place, Suite 360, St. Paul, Minnesota 55101-2144. Requests must be received prior to February 1, 2024.